CITY COUNCIL AGENDA REQUEST FORM

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or De Amanda Wilson, Public Works Director	partment Head making request:
Address: 1123 Lake Street, Sandpoint, ID 83864	
Phone number and email address: 208-263-3411	awilson@sandpointidaho.gov
Authorized by: Amanda Wilson	Imande Wilson
name of City official (Department Heads, City Council members	City official's signature
Subject: Award of Contract(s) for On-Call Snow Removal	
Summary of what is being requested: Authorization to	
for on-call snow removal services, specifically, operated ed	
The following information MUST be completed before	submitting your request to the City Clerk:
1. Would there be any financial impact to the city? Y	⊻ ∟ es or No
If yes, in what way? In accordance with the adopted b	
ii yos, iii wilat way :	
Name(s) of any individual(s) or group(s) that will be directly affected by this action:	Have they been contacted? Yes or No
Citizens of Sandpoint Workshop	
3. Is there a need for a general public information or partial life yes, please specify and suggest a method to acc	
Advertisement of RFP on November 7th, 2018	
4. Is an enforcement plan needed? Yes or No	dditional funds needed? Yes or No
5. Have all the affected departments been informed a	bout this agenda item? Yes or No
This form must be submitted no later than 6 works meeting. All pertinent paperwork to be distributed	

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

CITY OF SANDPOINT AGENDA REPORT

DATE: November 15, 2018

TO: MAYOR AND CITY COUNCIL

FROM: Amanda Wilson, Public Works Director

SUBJECT: On-Call, Snow Removal Services

DESCRIPTION/BACKGROUND:

Consistent with previous years, a Request for Proposals (RFP) for On-Call, Snow Removal Services was advertised on November 7th, 2018 to support operations performed by the City. This year's solicitation was modified as follows:

- In addition to requesting services for hauling of snow to storage locations, the RFP included services for snow removal specific to parking lots and pathways.
- Enable award to multiple Contractors with a prioritization list based upon pricing, availability, and equipment; contract award is no guarantee of work or payment.
- Remove Public Works License requirement to broaden potential pool of potential Contractors.
- Expand the term of the agreement to two-years.
- Provide minimum payment terms to compensate for actual mobilizations.
- · Minor housekeeping edits to the agreement.

A total of two Proposals were received on November 15, 2018 detailing hourly rates per equipment type. Proposals are attached and have been prioritized by staff in the following order: (1) Woods Crushing & Hauling, Inc. and (2) Peak Sand and Gravel, Inc.

STAFF RECOMMENDATION: City staff recommend awarding contracts to all Proposers, including Woods Crushing & Hauling, Inc. and Peak Sand and Gravel, Inc.

ACTION: Render a decision to adopt the revised Snow Removal Policy.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes The financial impact will be consistent with the adopted budget. Services are on an as-needed basis only;

the term contracts do not commit a specific dollar amount, expect a limit on single call-outs.

ATTACHMENTS:

Request for Proposals for On-Call, Snow Removal Services Proposal submitted by Woods Crushing & Hauling, Inc. Proposal submitted by Peak Sand & Gravel, Inc.

ADVERTISEMENT REQUEST FOR PROPOSALS City of Sandpoint On-Call Snow Removal Services

Separate sealed PROPOSALS for On-Call Snow Removal Services located in Sandpoint, Idaho will be received by City of Sandpoint at 1123 Lake Street, Sandpoint, ID 83864, until 2:00:00 p.m. local time on Thursday, November 15th, 2018 and then at said office publicly opened and read aloud.

The work is for on-call, Contractor-owned, heavy equipment and operators to support City snow removal services. Contractors are encouraged to submit proposals that identify equipment which could be available at a pre-determined rate to work in conjunction with City staff and equipment. The City typically performs snow removal services between November 1 and March 1 within City jurisdiction on public streets, public parking lots and pathways, and sidewalks adjacent to City property. On-Call Snow Removal Services are anticipated to include three general categories of service: (a) hauling of snow to City designated locations for storage, (b) snow plowing of parking lots, and/or (c) snow plowing of pathways and/or sidewalks.

Contractor Proposal Form lists a variety of equipment types that may be required to support any one or more category of service. It is <u>not</u> necessary to propose on all equipment listed; Contractor proposals should only list that equipment it is able to commit to On-Call Snow Removal Services that are owned by the Contractor. All operators employed by the Contractor providing services for the CITY shall possess a valid driver license and a CDL in the State of Idaho, as applicable by law, and be equipped with a radio capable of communicating with CITY operators.

Contractor shall perform this Contract as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, representatives, and operations. Neither Contractor nor anyone employed by it or its delegate or subcontractors shall be or be deemed to be or act or purport to act as the agent, representative, employee, or servant of CITY. The Contractor shall not subcontract the Snow Removal Services.

The REQUEST FOR PROPOSALS may be obtained at the following location(s):

City of Sandpoint website: http://www.sandpointidaho.gov/doing-business/bids-and-rfps

The Owner will consider all acceptable bids on a basis consistent with the RFP. The Owner will also consider whether the bidder is a responsible bidder. A Public Works Contractor License for the State of Idaho is <u>not</u> required to be awarded this work. Disadvantaged Business Enterprises are encouraged to submit proposals.

All proposals must be submitted on the provided Contractor Proposal Form, signed by an authorized representative of the Contractor.

City of Sandpoint reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept more than one proposal, as deemed most advantageous to the best interest of the City of Sandpoint.

Nov 7, 2018

Maree Peck, City Clerk

Publish: November 9 and November 13, 2018

REQUEST FOR PROPOSALS (RFP) by THE CITY OF SANDPOINT, IDAHO for ON-CALL SNOW REMOVAL SERVICES

A. SUMMARY OF SERVICES

The City of Sandpoint (CITY) is soliciting proposals for on-call, Contractor-owned, heavy equipment and operators to support CITY snow removal services. Contractors are encouraged to submit proposals that identify equipment which could be available at a predetermined rate to work in conjunction with CITY staff and equipment. The CITY typically performs snow removal services between November 1 and March 1 within CITY jurisdiction on public streets, public parking lots and pathways, and sidewalks adjacent to CITY property. Actual Snow Removal Services are performed based upon unpredictable weather conditions that may occur at any time of day, any day of the week.

On-Call Snow Removal Services are anticipated to include three general categories of service: (a) hauling of snow to CITY designated locations for storage, (b) snow plowing of parking lots, and/or (c) snow plowing of pathways and/or sidewalks. The Contractor Proposal Form lists a variety of equipment types that may be required to support any one or more category of service. It is <u>not</u> necessary to propose on all equipment listed; Contractor proposals should only list that equipment it is able to commit to On-Call Snow Removal Services that are owned by the Contractor. All operators employed by the Contractor providing services for the CITY shall possess a valid driver license and a CDL in the State of Idaho, as applicable by law, and be equipped with a radio capable of communicating with CITY operators.

Contractor shall perform this Contract as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, representatives, and operations. Neither Contractor nor anyone employed by it or its delegate or subcontractors shall be or be deemed to be or act or purport to act as the agent, representative, employee, or servant of CITY. The Contractor shall not subcontract the Snow Removal Services

B. SELECTION CRITERIA

Subject to CITY Council approval, the CITY intends to enter into Agreements with all Contractors providing proposals that meet the requirements of this RFP. The CITY will priority-rank the list of Contractors with associated equipment and rates. The priority ranking will be based on contractor rates, equipment type, quantity available, and a CITY inspection of the equipment. Any combination of Contractors under Contract shall be called on an "asneeded" basis based on the priority ranking. CITY reserves the right to re-order the priority ranking after each service "call out" based upon actual performance of services. CITY also reserves the right to call any Contractor from the list if, in the opinion of CITY, that Contractor is more qualified due to a job-specific equipment, availability, and/or experience need.

All "call outs," instructions, supervision, and payments shall be coordinated by the CITY Department Head or their authorized representative. Contractor must answer the phone call made to the phone numbers provided in the Contract, and commit to providing requested

equipment within one-hour of notification. Failing either of these, the CITY may call the next Contractor on the priority list.

C. CONTRACT

A sample Agreement is enclosed with this RFP; the terms provided in the sample Agreement are applicable to this RFP, including but not limited to insurance and licensing requirements. Execution of an on-call Agreement is not a guarantee of work or payment. The City reserves the right to terminate the Contract at any time for its convenience.

D. SUPPLY AND PAYMENT

The rates provided on the Contractor Proposal Form are to include the full cost of operating the equipment with an operator (as applicable), to include but not limited to all costs, expenses, overheads, profits and other payments, fuel, oil, equipment repairs and equipment maintenance. Mobilization and demobilization of equipment to/from the work site will be incidental to the quoted operated rate and no separate payment will be made for trailers or haul vehicles.

Compensation for actual work performed will be paid at the hourly rates included on the Contractor's Proposal Form. In the event the Contractor is called out and actual work is less than four hours, the Contractor shall be paid 75% of the hourly rate, up to four hours for any hour not worked as partial compensation for mobilization, coordination, and overhead associated with responding to the call out. No single operator shall work in excess of 11 hours. Contractor is responsible for scheduling supply of operated equipment for snow removal services in a manner that ensures adequate coverage. No premiums (overtime) will be paid for work in excess of 8 hours.

E. SUBMISSIONS AND INQUIRIES

The City encourages disadvantaged, minority, and women-owned Contractors to respond.

Proposals shall be submitted in a sealed envelope to:

City of Sandpoint, City Clerk 1123 Lake Street Sandpoint, ID 83864

Proposals shall be labeled:

"Proposal for On-Call, Snow Removal Services"

Proposals will be received until 2:00:00 p.m. local time on Thursday. November 15. 2018.

Any questions regarding this solicitation should be directed to Amanda Wilson, Public Works Director at awilson@sandpointidaho.gov or (208) 263-3411 no later than November 14, 2018.

F. ADDITIONAL CONDITIONS

- 1. The CITY reserves the right to reject any or all bids.
- 2. The CITY reserves the right to waive minor informalities.
- 3. The CITY reserves the right, at any time, to perform equipment inspections, request proof of operator's CDL, and/or reject the use of certain equipment at its discretion.
- 4. The CITY may consider proposals for a period of 30 days following the time of receipt of bids before deciding which proposals, if any, will be accepted.
- 5. The CITY may modify the amount of work to be performed with no change in the unit price.
- 6. The CITY may have any and all Snow Removal Services performed by City forces.
- 7. The CITY may prohibit operation of equipment by any Contractor personnel that fails to perform work in a safe manner; a positive, professional attitude is required at all times.
- 8. Any protests relating to the contents of this RFP shall be submitted no later than November 14, 2018 by 5:00:00 PM local time to the City Clerk, City of Sandpoint, 1123 Lake Street, Sandpoint, ID 83864.

CONTRACTOR PROPOSAL FORM

For

ON-CALL SNOW REMOVAL SERVICES 2018-2020

The following Proposal Form shall be submitted by the Contractor in accordance with the RFP:

Contractor Name:	
Address:	
E-mail address:	
Public Works License #, classification 8	
Contact persons:	
(1)	Phone number:
(2)	_ Phone number:
After hours, weekends and holidays:	
(1)	Phone number:
(2)	Phone number:
Category of Snow Removal Services (che	ck all that may apply):
hauling of snow to CITY designate	ed locations for storage
snow plowing of parking lots	
snow plowing of pathways and/or	sidewalks

Type of Equipment (Owned)	On-C	all Rates
Complete, only as applicable provide makes & models <u>of each</u> (more than one form may be submitted)	Quantity	Rate per Hour
Wheel loader and bucket w/ operator: make & model, year, bucket capacity/width, weight:		
Dump truck (12 CY) w/ operator: make & model, year:		
Grader w/ operator make & model, blade width, year:		
Snow plow (4-wheeler-based or bobcat) w/ operator make & model, year, attachments:		
Snow plow (pickup truck-based, 1 ton or smaller) w/ operator make & model, year:		
Snow plow (dump truck-based, larger than 1 ton) w/ operator: make & model, year		
Bulldozer (D8 or equivalent) w/operator: make & model, year		

By signing this proposal, you are confirming that you are company; you have read, understand, and agree to all information provided is accurate; and you will honor the accordance with the RFP.	terms and conditions of the RFP; the
Contractor Name	_
Your Name	Title
Signature	Date

END CONTRACTOR PROPOSAL FORM -

No: 18-

Date: November 20, 2018

RESOLUTION OF THE CITY COUNCIL CITY OF SANDPOINT

TITLE: ON-CALL SNOW REMOVAL SERVICES BID AWARD AND CONTRACTS 2018-2020

WHEREAS: The City of Sandpoint requested proposals for on-call snow removal services for the 2018-2020 winter season with an advertisement published in the Bonner County Daily Bee on November 9 and November 13, 2018, with a proposal deadline submittal of November 15, 2018;

WHEREAS: Proposals received were from Wood's Crushing and Hauling, Inc. and Peak Sand and Gravel, Inc., on November 15, 2018, qualified responsive bidders; and

WHEREAS: It is the recommendation of the Public Works Director to accept the proposal from Wood's Crushing and Hauling, Inc. and Peak Sand and Gravel, Inc, prioritized by City staff in the following order: (1) Wood's Crushing and Hauling, Inc and (2) Peak Sand and Gravel, Inc.

NOW, THEREFORE, BE IT RESOLVED THAT: The proposals from Wood's Crushing and Hauling, Inc. and Peak Sand and Gravel, Inc. are accepted, and the Mayor is authorized to execute a contract with Wood's Crushing and Hauling, Inc. and Peak Sand and Gravel Inc., copies of which are attached hereto and made a part hereof as if fully incorporated herein.

ATTEST:	Shelby Rognstad, Mayor			
Maree Peck, City Clerk				
City Council Members:	YES	NO	ABSTAIN	ABSENT

- 1. Eddy
- Aitken
- 3. Williamson
- 4. Ruehle
- 5. Aispuro
- 6. Darling

CITY OF SANDPOINT

AGREEMENT BETWEEN CITY AND CONTRACTOR FOR ON-CALL SNOW REMOVAL SERVICES

This Ag	reement is executed by the parties, City and Contractor as described below:
CITY:	CITY OF SANDPOINT 1123 LAKE STREET SANDPOINT, IDAHO 83864
CONTR	ACTOR:
	y and Contractor agree to the following terms and conditions concerning On-Call emoval Services, as set forth below.
	TIME OF COMMENCEMENT AND COMPLETION
	TIME OF COMMENCEMENT AND COMPLETION
of the d Either p notice of	call work shall commence upon receipt of the Notice to Proceed and end at the end ay April 1, 2020. Execution of an on-call Agreement is not a guarantee of work. arty may terminate this Contract by giving the other party sixty (60) days written f termination. The City may terminate this Contract for cause by giving the ACTOR twenty-four (24) hour notice.
	ENUMERATION OF CONTRACT DOCUMENTS
	ditional documents specifically incorporated into the agreement by reference and orm the contract documents are:
A. B.	Agreement executed on 2018; Request for Proposal by the City of Sandpoint for Snow Removal Services dated November 7, 2018;
C. D.	The Contractor's Proposal Form, dated, 2018; and, Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the City and agreed to by Contractor.
	PAYMENT
the	isation will be paid on actual time and material basis at the rates identified in _("Contractor") bid proposal signed and dated, 2018 (pages, attached), subject to tor's satisfactory performance, in a total amount not to exceed \$20,000.00 per call

out.

Contractor shall not begin any work without verbal authorization by the City.

Contractor shall present an invoice(s) to City's authorized representative. Such invoice(s) shall describe the work for which it seeks payment and shall document expenses and fees. Additionally, copies of timesheets, material receipts, and the number of hours of run time on each piece of equipment shall be submitted to the satisfaction of City's authorized representative.

City shall make payment on invoices within 30 days of the invoices' receipt and approval by City's authorized representative. Copies of time sheets, material receipts, run time hours for each piece of equipment shall be submitted with an invoice to the City of Sandpoint, 1123 Lake Street, Sandpoint, Idaho 83864. Send invoices to the attention of Public Works.

NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the City and Contractor at the following addresses:

CITY

CONTRACTOR

Attn: City Clerk
City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

INSURANCE, LICENSES, AND INDEMNIFICATION

Before the execution of the Contract, the Contractor shall obtain all insurance required under this section and obtain a CITY Business Licenses. The Contractor shall maintain insurance and a City Business License throughout the life of this Contract.

Proof of the required insurance shall be provided to the CITY in the form of a Certificate of Insurance, showing the type and the amounts of insurance, the policy number, expiration date and signed by an authorized representative of the insurance company. Each Certificate of Insurance shall state that the policy or policies have been endorsed whereby the insurance company will provide not less than thirty (30) days written notice to the CITY of any material change, cancellation, or non-renewal of the insurance policies. All insurance policies required under this Article shall name the CITY as an additional insured for the purposes of the Project and shall contain a waiver of subrogation against the CITY.

The Contractor, its principals, partner, employees, agents, representatives, heirs or assigns, hereby agrees to protect, defend, save harmless and indemnify the CITY, its officials, employees and authorized representatives or its successors against any loss, cost, damage, suits, expense, judgment or liability of any kind whatsoever from or by reason or on account of, as a result of work or activities or any nature whatsoever arising

directly or indirectly under this Contract including any claims for injury to person or property or death to the parties or to employees of the Contractor or its principals or of the CITY.

The Contractor shall provide the following types of insurance:

1.	Worker's Compensation	Minimum Limits
	oyer's Liability and Workers' Compensation quired by Idaho State Workers' Compensation tes.	Statutory
2.	Comprehensive General Liability	Minimum Limits
_	e Limit eral Aggregate	\$1,000,000 \$2,000,000
3.	Comprehensive Automobile Liability	Minimum Limits
		\$2,000,000

JURISDICTION: CHOICE OF LAW

This Contract has been and shall be construed as having been made and delivered within the State of Idaho, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Idaho, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of or relating to this Contract shall be instituted and maintained only in any State court of competent jurisdiction in the County of Bonner, State of Idaho.

The parties agree that this Contract is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded. The parties shall identify any perceived dispute within written correspondence to the other party. The parties shall attempt to resolve any dispute by way of a meeting between CONTRACTOR and its representative or attorney, if desired and the Public Works Director and City Attorney, if desired.

NONDISCRIMINATION

Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sexual orientation, gender identity/expression, marital status, changes in marital status, pregnancy or parenthood. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, disability, sexual orientation, gender identity/expression, marital status, changes in marital status, pregnancy or parenthood. Such action shall include.

without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor shall post, in conspicuous places, available to employees and applicants for employment, a notices setting out the provisions of this paragraph.

Contractor shall state, in all solicitations or advertisements for employees to work on jobs relating to this Contract, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sexual orientation, gender identity/expression, marital status, changes in marital status, pregnancy or parenthood.

IN WITNESS, the parties execute this agreement through their duly authorized representatives, and represent that their duly authorized representatives are authorized to sign this agreement between City and Contractor for Snow Removal Services.

CONTRACTOR	CITY OF SANDPOINT
	Shelby Rognstad, Mayor
Title:	
	ATTEST
	Maree Peck, City Clerk
APPROVED AS TO FORM	
Scot R. Campbell, City Attorney	

CONTRACTOR PROPOSAL FORM

For

ON-CALL SNOW REMOVAL SERVICES 2018-2020

The following Proposal Form shall be submitted by the Contractor in accordance with the RFP:

Contractor Name:	
Wood's Crushing and	Hading Inc.
Address:	,
933 Woodside Rd	Sandpoint Id. 83864
E-mail address:	
Public Works License #, classification &	k limitation (not required):
11242- AAA-4	
Contact persons:	¥
(1) Scott Wood	Phone number:
(2) Brian Wood	Phone number:
After hours, weekends and holidays:	
(1)	Phone number:
(2)	Phone number:
Category of Snow Removal Services (chec	k all that may apply):
X hauling of snow to CITY designated	d locations for storage
X snow plowing of parking lots	
X snow plowing of pathways and/or s	idewalks

Type of Equipment (Owned)	Oi	n-Call Rates
Complete, only as applicable provide makes & models of each (more than one form may be submitted)	Quantity	Rate per Hour
Wheel loader and bucket w/ operator: make & model, year, bucket capacity/width, weight:		
Cat 970F 5 CY Dump truck (12 CY) w/ operator: make & model, year:	1	#130,00
Dump truck (12 CY) w/ operator: make & model, year:		
Peterbilt 12 CY (2000 - 2008) Grader w/ operator make & model, blade width, year:	10	#120,00
John Deere 772 6P 14' Blade (2013) Snow plow (4-wheeler-based or bobcat) w/ operator make & model, year, attachments:	1	# _{130,00}
Snowblower	1	#110,00 #90,00
Snow plow (pickup truck-based, 1 ton or smaller) w/ operator make & model, year:	1	#90,00
Ford F450 w/Sander Snow plow (dump truck-based, larger than 1 ton) w/ operator:	1	#130,00
Snow plow (dump truck-básed, larger than 1 ton) w/ operator: make & model, year		
International 6cy W/Sander Bulldozer (D8 or equivalent) w/operator: make & model, year	1	#130,00
Cat D8R	1	#240,00

By signing this proposal, you are confirming that you are an authorized representative of this company; you have read, understand, and agree to all terms and conditions of the RFP; the information provided is accurate; and you will honor the prices provided in this proposal in accordance with the RFP.

Wood's Crushing + Hawling Inc Contractor Name	
Scott Wood Your Name	Title
Signature	11 - 14 - 18 Date

- END CONTRACTOR PROPOSAL FORM -

CONTRACTOR PROPOSAL FORM

For

ON-CALL SNOW REMOVAL SERVICES 2018-2020

The following Proposal Form shall be submitted by the Contractor in accordance with the RFP:

Contractor Name: Peak Sand & Grav	vel, Inc.
Address:	in Rd. Sandpoint, ID. 83864
E-mail address:	•
Public Works License #, classification 8	& limitation (not required):
Contact persons: (1)Mike_Peak	Phone number:
After hours, weekends and holidays:	Phone number:
Category of Snow Removal Services (chec	
snow plowing of parking lots	and called to to clorage
snow plowing of pathways and/or s	sidewalks

Type of Equipment (Owned)	On-Call Rates	
Complete, only as applicable provide makes & models <u>of each</u> (more than one form may be submitted)	Quantity	Rate per Hour
Wheel loader and bucket w/ operator: make & model, year, bucket capacity/width, weight:		
Dump truck (12 CY) w/ operator: make & model, year:		
2004 Retabilt 12cy Oump (20f3) 2007 Peterbilt 12cy Oump 2006 KWT800 12cy Oump	2	11500
Grader w/ operator make & model, blade width, year:		
Snow plow (4-wheeler-based or bobcat) w/ operator make & model, year, attachments:		
Snow plow (pickup truck-based, 1 ton or smaller) w/ operator		
make & model, year:		
Snow plow (dump truck-based, larger than 1 ton) w/ operator: make & model, year		
Bulldozer (D8 or equivalent) w/operator: make & model, year		

By signing this proposal, you are confirming that you are an authorized representative of this company; you have read, understand, and agree to all terms and conditions of the RFP; the information provided is accurate; and you will honor the prices provided in this proposal in accordance with the RFP.

Peak Sond + Gravel, Inc.		
Contractor Name	20	
Mike Peak		V.P.
Your Name	Title	
Staffle		11/15/18
Signature /	Date	1

- END CONTRACTOR PROPOSAL FORM -